

JEFFREY S. CHIESA  
ATTORNEY GENERAL OF NEW JERSEY  
Division of Law  
124 Halsey Street, 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07102  
Attorney for Plaintiffs

By: James R. Michael  
Janine Matton  
Deputy Attorneys General  
(973) 693-5055

**FILED**

JUL 25 2012

Dennis F. Carey, III, C.P.J.

JEFFREY S. CHIESA, Attorney General of  
the State of New Jersey, and ERIC T.  
KANEFSKY, Acting Director of the New  
Jersey Division of Consumer Affairs,

Plaintiffs,

vs.

A&E MORTGAGE COMPANY, L.L.C, aka  
COLONY FINANCIAL SERVICES L.L.C.,  
DARRIN JENNINGS, YVONNE  
STRICKLAND, WAYNE CARLESS,  
REGINALD PRICE, COMPLETE TITLE,  
L.L.C., NICHELLE JENNINGS, PREMIER  
REAL ESTATE APPRAISAL SERVICES,  
INC., DARRYL C. HAYMON, HAMMOND  
APPRAISAL SERVICE, L.L.C., ADRIENNE  
ALI, DANIEL ISIWELE, NOVLET  
LAWRENCE aka NOVLET LAWRENCE-  
HOO, WILLIAM SORIANO, LG'S  
BUSINESS SERVICES, L.L.C., ELIZABETH  
GREENLEE, MARCIA CLARK, ANTHONY  
CLARK AND JOHN AND JANE DOES 1-10  
Defendants.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION- ESSEX COUNTY  
DOCKET NO. ESX-L-4814-08

Civil Action

CONSENT JUDGMENT AS TO  
DEFENDANT NOVLET LAWRENCE

WHEREAS the parties to this Action are Plaintiffs, JEFFREY S. CHIESA,  
Attorney General of the State of New Jersey ("Attorney General") and ERIC T.  
KANEFSKY, Acting Director of the New Jersey Division of Consumer Affairs,  
("Division")(collectively "Plaintiffs") and Defendants A&E Mortgage Company, L.L.C,

Darrin Jennings, Yvonne Strickland, Wayne Carless, Reginald Price, Complete Title, L.L.C., Nichelle Jennings, Premier Real Estate Appraisal Services, Inc., Darryl C. Haymon, Hammond Appraisal Service, L.L.C., Adrienne Ali, Daniel Isiwele, Novlet Lawrence, William Soriano, LG'S Business Services, L.L.C., Elizabeth Greenlee, Marcia Clark and Anthony Clark.

WHEREAS, as evidenced by their signatures below, Plaintiffs and Defendant Novlet Lawrence ("Settling Defendant") (collectively "Parties") have agreed to a resolution of Plaintiffs' claims against Settling Defendant in this action, and consent to the entry of this Consent Judgment ("Consent Judgment") and its provisions setting forth the terms of the resolution, without trial or adjudication of any issue of fact of law, and without admission of any liability or wrongdoing of any kind.

**WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED  
AS FOLLOWS:**

**PART ONE: DEFINITIONS**

1. Unless otherwise specified, the following definitions shall apply:
  - a. "And" and "or" shall be construed conjunctively or disjunctively as necessary to make the meaning inclusive rather than exclusive.
  - b. "Settling Defendant" means Defendant Novlet Lawrence.
  - c. "Order" means this Consent Judgment.
  - d. "Effective Date" means the date this Order is entered by the Court.
  - e. "Including" means without limitation.
  - f. The use of the singular form of any word includes the plural and vice versa.

- g. "CFA" means the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq.
- h. "NJRICO" means the New Jersey Racketeer Influenced and Corrupt Organizations Act, N.J.S.A. 2C:41-1 et seq.
- i. "Licensed Lenders Act" means the New Jersey Licensed Lenders Act, N.J.S.A. 17:11C-1 et seq.
- j. "Mortgage Loan Modification or Foreclosure Relief Service" means any good, service, plan, or program that is represented, expressly or by implication, to assist a Consumer in any manner to (A) stop, prevent, or postpone any home mortgage or deed of trust foreclosure sale; (B) obtain or arrange a modification of any term of a home loan, deed of trust, or mortgage; (C) obtain any forbearance from any mortgage loan holder or servicer; (D) exercise any right of reinstatement of any mortgage loan; (E) obtain, arrange, or attempt to obtain or arrange any extension of the period within which the owner of property sold at foreclosure may cure his or her default or reinstate his or her obligation; (F) obtain any waiver of an acceleration clause contained in any promissory note or contract secured by a deed of trust or mortgage on a residence in foreclosure or contained in that deed of trust; (G) obtain a loan or advance of funds that is connected to the Consumer's home ownership; (H) avoid or ameliorate the impairment of the Consumer's credit record credit history, or credit rating that is connected to the Consumer's home ownership; (I) save the Consumer's residence from foreclosure; (J) assist the Consumer in obtaining proceeds from the foreclosure sale of the Consumer's residence; (K) obtain or arrange a pre-foreclosure sale, short sale, or deed-in-

lieu of foreclosure; (L) obtain or arrange a refinancing, recapitalization, or reinstatement of a home loan, deed of trust, or mortgage; (M) audit or examine a Consumer's mortgage or home loan application; (N) obtain, arrange, or attempt to obtain or arrange any extension of the period within which the renter of property sold at foreclosure may continue to occupy the property; or (O) the purchase of a residence and subsequent lease of that residence back to the original homeowner with the intent to forestall or avoid foreclosure. The foregoing shall include any manner of claimed assistance, including, but not limited to, debt, credit, budget, or financial counseling; receiving money for the purpose of distributing it to creditors; contacting creditors or servicers on behalf of the Consumer; and giving advice of any kind with respect to filing for bankruptcy.

- k. "Merchandise" shall be defined in accordance with N.J.S.A. 56:8-1(c) and/or N.J.A.C. 13:45A-9.1 and includes, but is not limited to, mortgage loan modification assistance or foreclosure relief services.
- l. "New Jersey" shall refer to the State of New Jersey.
- m. "Sale" shall be defined in accordance with N.J.S.A. 56:8-1(e).
- n. "Servicer" means any beneficiary, mortgagee, trustee, loan servicer, loan holder, or other entity that performs loan or credit account administration or processing services and/or its authorized agents

**PART TWO: COMPLIANCE WITH THE LAW**

2. Settling Defendant agrees to comply fully with all Federal and State laws, including but not limited to the New Jersey CFA, the New Jersey RICO statute, and the Licensed Lenders Act.

**PART THREE: INJUNCTIVE RELIEF**

3. Settling Defendant shall not purchase any property in connection with any Mortgage Loan Modification or Foreclosure Relief Service.

4. Settling Defendant shall structure any legal services she renders related to loan modifications in strict accordance with Advisory Committee on Professional Ethics, Opinion 716 and Committee on the Unauthorized Practice of Law, Opinion 45, 197 N.J. L. J. 59 (July 6, 2009). Nothing in this agreement shall preclude Settling Defendant from acting as an attorney representing clients, provided that such representation is in accordance with Opinion 716 and Opinion 45.

5. Settling Defendant shall continue to cooperate with the Plaintiffs in their litigation and investigation of matters related to the Amended Complaint. Settling Defendant agrees to respond to any reasonable requests by Plaintiffs for documents or information in a timely and complete manner, and agrees to make herself available for interviews by representatives of Plaintiffs upon reasonable notice to Settling Defendant. Such cooperation shall include, without limitation and without subpoena:

- a. Voluntary production of all documents or other tangible evidence requested which has not already been produced to Plaintiffs;
- b. Voluntary and prompt attendance at all proceedings at which the Settling Defendant's presence and/or testimony is requested by Plaintiffs, where

Settling Defendant shall give voluntary forthright and complete testimony;  
and

- c. Voluntary forthright and complete responses to all inquiries from Plaintiffs to the Settling Defendant.

**PART FOUR: MONETARY RELIEF**

6. The Settling Defendant shall pay Six Thousand Dollars (\$6,000) within eighteen (18) months of the Effective Date.

7. Should Settling Defendant fail to pay the total sum due pursuant to paragraph 6 within 15 days of its due date, Settling Defendant shall immediately be liable for any unpaid sum due pursuant to paragraph 6 as well as an additional amount of Fourteen Thousand Dollars (\$14,000), which shall be considered by Plaintiffs to be civil penalties.

8. Any payments made pursuant to paragraphs 6 and 7 shall be made by wire transfer or certified or cashier's check made payable to "New Jersey Division of Consumer Affairs" and shall be forwarded to:

Division of Consumer Affairs  
Office of Consumer Protection  
Attn: Case Management Tracking Unit  
124 Halsey Street - 7<sup>th</sup> Floor  
P.O. Box 45025  
Newark, NJ 07101

9. Upon making the payments referenced in paragraphs 6 and 7, Settling Defendant shall immediately be fully divested of any interest in, or ownership of, the

monies paid and all interest in the monies, and any subsequent interest or income derived therefrom, shall inure entirely to the benefit of the Plaintiffs pursuant to the terms herein.

**PART FIVE: JURISDICTION AND OTHER PROVISIONS**

10. Pursuant to the CFA and NJRICO, jurisdiction of this Court over the subject matter and over the Settling Defendant for purposes of entering into and enforcing this Consent Judgment is admitted. Jurisdiction is retained by this Court for such further orders and directions as may be necessary or appropriate for the construction and modification of the injunctive provisions herein, or execution of this Consent Judgment, including punishment for any violation of this Consent Judgment. Pursuant to the CFA and NJRICO, venue is proper in this Court.

11. The Parties consent to the entry of this Consent Judgment for the purposes of settlement only and this Consent Judgment does not constitute any admission of liability or wrongdoing, either express or implied, by Settling Defendant or any other party.

12. The entry of this Consent Judgment has been consented to by Settling Defendant as her own free and voluntary acts and with full knowledge and understanding of the nature of the proceedings and the obligations and duties imposed upon her by this Consent Judgment, and Settling Defendant consents to its entry without further notice, and avers that no offer, agreement or inducements of any nature whatsoever have been made to her by the Plaintiffs or Plaintiffs' employees to procure this Consent Judgment.

13. This Consent Judgment shall be governed by, and construed and enforced in accordance with, the laws of New Jersey.

14. The Parties have negotiated, jointly drafted and fully reviewed the terms of this Consent Judgment and the rule that uncertainty or ambiguity is to be construed against the drafter shall not apply to the construction or interpretation of this Consent Judgment.

15. This Consent Judgment contains the entire agreement among the Parties. Except as otherwise provided herein, this Consent Judgment shall be modified only by a written instrument signed by or on behalf of the Plaintiffs and Settling Defendant.

16. Settling Defendant waives the right to argue, submit, propose, seek to establish or otherwise contend before any court or tribunal that Plaintiffs' claims against them or any of their bankruptcy estates, including claims or debt based on this Consent Judgment, are dischargeable debt or claims under the United States Bankruptcy Code (including under 11 U.S.C. § 523, including 11 U.S.C. § 523 (a)(7), (a)(19)) or any other federal or state law. This waiver is limited solely to Plaintiffs and does not constitute a waiver of any rights in bankruptcy that Settling Defendant may possess against third parties, even if those claims are based in whole or in part upon the claims brought by Plaintiffs in this litigation.

17. Settling Defendant waives the right to argue, submit, propose, seek to establish or otherwise contend before any court or tribunal that Plaintiffs are precluded, estopped or otherwise barred, by the entire controversy doctrine or in any way whatsoever, from asserting claims against them related to practices other than those alleged in the Amended Complaint. This waiver is limited solely to Plaintiffs and does not constitute a waiver of any defenses that Settling Defendant may possess against third

parties, even if those claims are based in whole or in part upon the claims brought by Plaintiffs in this litigation.

18. In the event that the Court shall not enter this Consent Judgment, this proposed Consent Judgment shall be of no force and effect against the Attorney General of New Jersey, the Director, or Settling Defendant.

19. Settling Defendant has, by her signature, waived any right to appeal, petition for certiorari, move to reargue or rehear or be heard in connection with entry of this Consent Judgment.

20. In exchange for the consideration set forth herein, Plaintiffs agree to release Settling Defendant from civil claims or Consumer-related administrative claims, to the extent permitted by New Jersey law, which the Plaintiffs brought or could have brought prior to the Effective Date against Settling Defendant for violations of the CFA or NJRICO that relate to the allegations set forth in the Amended Complaint. The release language in this paragraph is not intended to apply to any private right of action brought by any individual or entity, or to any Federal authority, or to any other State authority for conduct not described in the Amended Complaint, including the transaction of any other business by Settling Defendant.

21. Notwithstanding any term of this Consent Judgment, the following do not comprise released claims: (a) private rights of action, provided however, that nothing herein shall prevent Settling Defendant from raising the defense of set-off against a Consumer who has received Restitution; (b) actions by the Commissioner of the New Jersey Department of Banking and Insurance to enforce any other banking or licensing laws of the State including, but not limited to, the Licensed Lenders Act, N.J.S.A.

17:11C-1 et seq., and corresponding regulations; (c) actions to enforce this Consent Judgment; (d) any claims against Settling Defendant by any other agency or subdivision of the State, including the Division of Criminal Justice; (e) claims, enforcement actions or prosecutions by any person or entity not a party to this Consent Judgment.

22. If any portion of this Consent Judgment is held invalid or unenforceable by operation of law, the remaining terms of this Consent Judgment shall not be affected.

23. This Consent Judgment, when fully executed and performed by Settling Defendant, will resolve all claims against Settling Defendant that were raised in the Complaint and Amended Complaint filed by the Attorney General and the Division in this action. However, nothing in this Consent Judgment is intended to, nor shall, limit the Attorney General's investigatory or compliance review powers otherwise provided by law.

24. Notwithstanding any provision of this Consent Judgment to the contrary, the Attorney General may, in his discretion, grant written extensions of time for Defendants to comply with any provision of this Consent Judgment.

25. The signatories to this Consent Judgment warrant and represent that they have read and understand this Consent Judgment, that they are duly authorized to execute this Consent Judgment, and that they have the authority to take all appropriate action required to be taken pursuant to the Consent Judgment to effectuate its terms.

26. This Consent Judgment may be executed in multiple counterparts, each of which shall be deemed a duplicate original.

27. This Consent Judgment is final and binding on the Parties, including all principals, agents, representatives, successors in interest, assigns, and legal

representatives thereof. Each party has a duty to so inform any such successor in interest of the terms of this Consent Judgment. In no event shall assignment of any right, operate to relieve such party of its obligations set forth in this Consent Judgment.

28. All of the terms of this Consent Judgment are contractual and not merely recitals and none may be amended or modified except by a writing executed by all Parties hereto approved by the Court.

29. The above captioned lawsuit shall be dismissed with prejudice as to Settling Defendant. However, the Court shall retain jurisdiction over the Parties and the matter and retain the power to order all applicable equitable remedies to ensure compliance with this Consent Judgment, including, but not limited to, contempt as provided in Paragraph 31.

30. This Consent Judgment supersedes and renders null and void any and all written or oral prior undertakings or agreements between the Parties regarding the subject matter hereof.

31. Failure to comply with any provision of this Consent Judgment shall be considered a violation of this Consent Judgment. Upon such a violation, Plaintiffs may take any and all steps available to enforce this Consent Judgment, including seeking an order of contempt. However, in the event of a dispute among the Parties regarding any issue arising hereunder, the Parties shall attempt in good faith to resolve the dispute before seeking the Court's intervention, Plaintiffs shall provide Settling Defendant with the specific details of the alleged noncompliance, and Settling Defendant shall be afforded a fifteen (15) day period within which to cure any such noncompliance. In the event of Settling Defendant's failure to cure any such noncompliance, Plaintiffs may

move on notice or by Order to Show Cause to have a judgment entered for the entire Settlement Amount, including the suspended portion of that Settlement Amount set forth in paragraph 7 supra. Settling Defendant shall have the right to submit opposition to any motion or Order to Show Cause application filed by Plaintiffs and to contest same on any return date. Upon being presented with evidence that the Settling Defendant has failed to materially comply with this Consent Judgment, the Court will enter judgment for the entire balance of Settling Defendant's Settlement Amount and for Plaintiffs' costs associated with investigating and litigating that noncompliance, including reasonable attorneys' fees.

32. Failure by any party to seek enforcement of this Consent Judgment pursuant to its terms with respect to any instance or provision shall not be construed as a waiver to such enforcement with regard to other instances or provisions.

33. Nothing in this Consent Judgment shall preclude a right of action by any person not a party to this Consent Judgment and nothing in this Consent Judgment shall preclude Settling Defendant from asserting any defense to any action brought by a person not a party to this Consent Judgment.

34. All communications and notices regarding this Consent Judgment shall be sent by first class mail and facsimile, if twenty-five (25) pages or less in length, to:

Office of the Attorney General

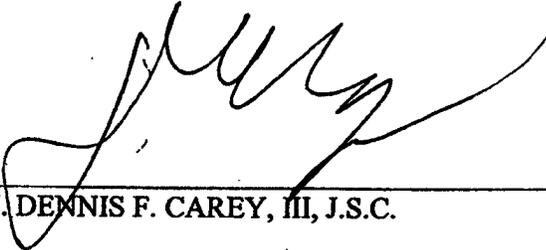
James R. Michael  
Deputy Attorney General  
Division of Law  
124 Halsey Street, 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, NJ 07101

Attorney for Plaintiffs

Defendant:

Novlet Lawrence, Esq., Pro Se  
55 Washington Street  
Suite 304  
East Orange, New Jersey 07017

IT IS ON THIS 25 DAY OF July, 2012 SO ORDERED,  
ADJUDGED AND DECREED.

  
\_\_\_\_\_  
HON. DENNIS F. CAREY, III, J.S.C.

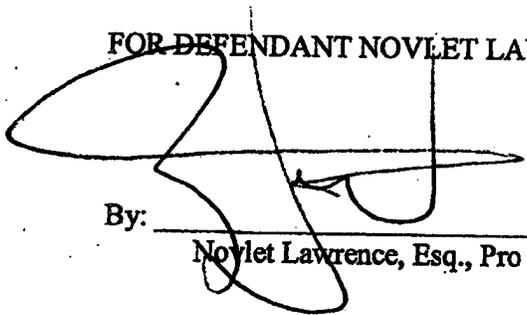
Jointly Approved and Submitted for Entry:

JEFFREY S. CHIESA  
ATTORNEY GENERAL OF NEW JERSEY

By:   
\_\_\_\_\_  
James R. Michael  
Deputy Attorney General  
124 Halsey Street - 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101

Dated: 7/11/12

FOR DEFENDANT NOVLET LAWRENCE:

  
\_\_\_\_\_  
Novlet Lawrence, Esq., Pro Se

Dated: 7/19/12